The Builder.

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PRECISION and clearness in specifications, on which contracts are to be made, are absolutely necessary. We have before now urged this, and ave pointed out that great differences be-een the tenders of different individuals for e same work, are sometimes owing to the -ccuracy and defectiveness of the specifica-on. A curious case has been recently settled hich illustrates the necessity of this precision ay rigorously, and it may be quoted with e less hesitation, because it does not neces-rily involve the imputation of that want of re in drawing up the specification to which e have alluded. The matter is in other spects instructive, and may be usefully set rth: we will premise, however, that when we pplied to the contractors concerned, for such pers as would establish the correctness of e information we had obtained from various arters, they thought themselves bound to fuse it, and we mention the circum-ance, that they may not be considered ivy to this publication; small praise, how-er, according to our notions. And we ould here take the opportunity of remarking, at if there were more willingness on the part f architects, builders, and arbitrators, than is ten observable, to giving publicity to ques-ns of practice which come before them, ad-ntage to all would result. We may find an casion, however, to enlarge on this text, and say a word or two to some of our archi-ctural *friends* individually, which they may may not like,—just as they please.

The justices of the peace for Hampshire have cently built, as our readers know, a county ison at Winchester;—it is scarcely finished t, we believe. Mr. C. J. Peirce, is the archi-t, and Messrs. Locke and Nesham the con-ctors. In the contract it was a stipulation at Professor Hosking should determine any estion which might arise between the parties respect of the works; and in the specification hich formed the basis of the contract was e provision, that all the windows in certain rts of the building should "*be glazed with* OUGH PLATE, ¼ *inch thick*." Nothing to the lf-learned mind could seem clearer,—one ovision was as understandable as the other, the identity of our acute friend the profes-r, and of *rough plate*, appeared equally un-istakeable,—the difficulty of seeing through ther equally great: and yet what followed? e shall learn.

Well, the windows were glazed,—had been so r some time by the way,—when the magis-ates one fine morning discovered that the ass with which these windows were filled, as not the "rough plate" which they looked r, namely, that thick cast glass recently in-oduced, with a roughened surface, through hich roughness there is no transparency, hough the glass remains translucent,—and hich indeed is the condition of all cast plate lass before it is ground and polished. he glass really used was plain on the surface, nerally transparent, and, as admitted by the ntractors, was produced by blowing. The contractors denied that the term, "rough plate," is applied exclusively to rough *cast* plate, and alleged that the glass objected to was known as "rough plate," and that it was commonly sold under that designation before cast plate came into the market in its rough or unpolished state. Further, as to the propriety of applying the term "plate" to a blown glass, that although the glass in question is blown, the cylinder into which it is blown is at once cut down and flattened on a plate,—that it is susceptible of being ground and polished, and has been for many years so treated and sold for all the purposes of plate glass. Some few of the windows in the prison, we should have mentioned, are glazed with the rough cast plate.

The question then was, has the quoted provision in the specification been complied with? and to determine this, Mr. Hosking was called in, and took evidence.

The question of thickness was waived or withdrawn by the justices, so that the only point of inquiry was,—is the glass used "rough plate?" On the part of the magistrates, Mr. James Hartley, of Sunderland, a well-known manufacturer, stated positively that the glass used was *not* rough plate, but sheet glass manufactured to imitate it, one side being slightly burnt to diminish its transparency. This witness, as we gather, set forth some particulars which may interest our readers. He said that all the various descriptions of window glass are manufactured from the same materials—sand, soda, and lime—the various qualities of glass being produced by the differing proportions and purity of these substances. Glass is formed into flat surfaces in three different ways:—1. By blowing it into a globular form and then throwing it into a flat plane,—this is crown glass. 2. By forming cylinders, which are cut open and then flattened,—this is called cylinder glass, broad glass, blown plate glass, &c.: and 3. By pouring melted glass upon a metallic surface, and passing over it a heavy roller, to reduce it to an even thickness,—this is termed rough plate glass, cast plate glass, rolled glass, &c. It is the contact with the cold surface on which it is cast that causes the roughness, by unequal contraction.

Mr. Hartley asserted that the glass in dispute belonged to the second process, and that the term "rough plate" had never been applied to such by the trade. He was astonished that any person conversant with the glass trade could call the glass used "rough plate," or that there could be any difference of opinion as to a material now so much used and so well known. Mr. Hartley also quoted other specifications, containing precisely the same description, "rough-plate ¼ inch thick,"* for which, as a matter of course, the cast glass had been supplied.

Mr. Fincham, of Ravenhead, St. Helen's, said the glass in question was not "rough plate." Rough plate had been introduced by him, as manager of the British Plate-glass Company, ten years ago, for the express purpose of giving light where the glass was not to be seen through. German sheet, blown in cylinders, had been polished and sold under the denomination of patent plate-glass; and the glass in question was this description of glass, before polishing, that is in its rough state; but no dealer would accept the one for the other, although, for some purposes, the "rough patent plate" might be preferable.

Mr. Souper, secretary of the Thames Plate-glass Company; Mr. Christie, agent for the Union Plate Company; Mr. Hetley, of Soho-square; Mr. Millington, of Bishopsgate-street; Mr. Wilson, of the British Plate-glass Company; and Mr. Goslett, of Soho Plate-glass Warehouse, all denied that the material used could be called "rough-plate," or bore any resemblance to it.

Now, let us look at the other side of the picture—or, rather, of the glass,—and we shall see that there are other doctors who differ besides Ure and Playfair.

Mr. Young, of St. Martin's-lane, had no hesitation in saying the glass in question had always been considered by the trade rough plate, and, though in the business fifty years, had never seen or heard of any other description of glass so called. Mr. Swinburne, of Thames-street, said it was "blown rough plate-glass." Mr. Brackman, a practical man of many years' standing, had sold it as "rough plate" when foreman of the London Works. Mr. Chater, of St. Dunstan's-hill, had supplied both cast and blown as "rough plate" for thirty-six years. Mr. R. Cobbett, of Northumberland-street, considered both kinds "rough-plate." Messrs. Foord, who hold the contract for glaziers' work under the Office of Woods, considered that both cast and blown were equally entitled to be called rough-plate, and thought that the specification would be strictly followed out by supplying either one or the other. The blown rough-plate was made in this country before cast rough-plate, and was therefore more entitled to the term. They said, moreover, that as there was no difference in the price, the contractors had no motive to use one in preference to the other beyond that, for smaller sizes (under 40 inches by 30 inches), the blown could be obtained more quickly than the cast.

Professor Donaldson, who appeared on the same side, referred to the volume in "Lardner's Cyclopædia," on porcelain and glass, in the introduction whereof two descriptions of plate-glass, blown and cast, are recognized.

Messrs. Piper, Messrs. Lawrence and Son, Messrs. Haward and Nixon, Mr. W. Cubitt, considered that the glass fully met the requirement of the specification, and Mr. G. Pownall said it was "rough plate-glass," and that it could not be described in any other way.

In considering his award, Mr. Hosking properly declined to consider, as not within the question before him, an argument on the part of the contractors, that any objection to the glass ought to have been taken when it was first put into the work, and one on the part of the justices that "rough-plate" was specified for the express purpose of obtaining absence of transparency, while the greater part of the glass used is transparent. The justices had put their objections on three grounds, thus expressed:—First. That the words *rough* and *plate* in the specification were to be held each to have a certain meaning; secondly, that the article objected to did not come under the description, inasmuch as it was blown glass, smooth on both sides, but afterwards slightly roughened on one side; and thirdly, that it was not what is ordinarily understood and known in the trade by the term rough plate.

The arbitrator shaped his award to meet these heads: and set forth—"First, that the words *rough* and *plate* in the specification are not to be held to have each a certain meaning, but that they are to be taken together, as denoting a certain condition of plate glass—that is to say, in its unground and unpolished state: secondly, that inasmuch as the glass

* It is necessary to specify thickness, the value and consequent price varying up to 1 inch.

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